

**UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA- HARRISBURG DIVISION**

IN RE:	BANKRUPTCY 19-02093-HWV
MICHAEL MATTHEW DALY, DEBTOR.	CHAPTER 13
DITECH FINANCIAL LLC, MOVANT.	
V.	RELATED TO: DOC. NO. 25
MICHAEL MATTHEW DALY, DEBTOR/RESPONDENT.	HEARING DATE: 02/11/2020 @09:30 AM
CHARLES J DEHART, III, ESQUIRE TRUSTEE	
RESPONDENTS	

STIPULATION VACATING RELIEF

AND NOW, comes Movant, Ditech Financial LLC, by and through its undersigned counsel, Keri P. Ebeck, Esquire and, Debtor, Michael Matthew Daly ("Debtor"), by and through his undersigned counsel, Paul Donald Murphy-Ahles, Esq. and together file this Stipulation Vacating Relief from Stay (the "Stipulation"), stating as follows:

1. The automatic stay as provided by Section 362 of the Bankruptcy Code shall remain in full force and effect conditioned upon the terms and conditions set forth herein.
2. The Relief Order entered on February 12, 2020 is hereby vacated.
3. Movant has an interest in Debtor's property more fully described as that certain real property located at 138 North Keesey Street, York, PA 17402 (hereinafter the "Property").
4. As of the date of this Stipulation, the total post-petition arrears due to Movant are \$12,978.12. This figure is comprised of six (6) monthly payments in the amount of \$1,193.86, four (4) monthly payments in the amount of \$1,195.99, and \$1,031.00 attorney's fees and cost.
5. The Debtor will cure the post-petition arrears and attorney's fees and cost by amending the plan.
6. Debtor further agrees to file an Amended chapter 13 plan and maintain timely monthly payments as they come due on real property.

7. If Debtor defaults on the terms of this stipulation or fails to maintain timely monthly payments, Movant may send Debtor and counsel a written notice of default of this Stipulation. Movant may send the written notice by fax or e-mail, instead of or in addition to regular mail. If the default is not cured within fourteen (14) days of the date of the notice, counsel for Movant may file a Certification of Default with the Court and the Court shall enter an Order granting Movant relief from the automatic stay as to the Property without further hearing. If Debtor sends a payment that is returned for insufficient funds, Movant may file a Certification of Default with the Court and the Court shall enter an Order granting Movant relief from the automatic stay as to the Property without further hearing. If the default is not cured by payment within fourteen (14) days of the date of mailing of the Notice of Default, Movant shall have the right to have an Order terminating the automatic stay entered.

8. If Debtor has defaulted on the Stipulation in two separate months then, if Debtor defaults a third time, Movant may file a Certification of Default without having to first send Debtor notice of the Default.

9. In the event the instant bankruptcy case is converted to a case under Chapter 7 of the Bankruptcy Code, the Debtor shall cure the pre-petition and post-petition arrears within ten (10) days from the date of such conversion. Should Debtor fail to cure said arrears within the ten-day period, such failure shall be deemed a default under the terms of this Stipulation and Movant may send Debtors and counsel a written notice of default. If the default is not cured within ten (10) days from the date of the notice, counsel for Movant may file a Certification of Default with the Court and the Court shall enter an Order granting relief from the automatic stay as to the Property.

10. This Stipulation may only be modified by a revised Stipulation filed on the docket in the Bankruptcy. No oral modifications are permitted and any allegation that the Stipulation was modified orally will be disregarded as evidence. No written modifications are permitted, except for a revised Stipulation filed on the docket in the Bankruptcy.

Written by:

By: /s/

Keri P. Ebeck, Esquire
Attorney ID No. 91298
Bernstein-Burkley, P.C.
707 Grant Street, Suite 2200
Pittsburgh, PA 15219
(412) 456-8112

DATE: 4/27/2020

AGREED BY:

By: /s/

Paul Donald Murphy-Ahles, Esquire
Dethlefs Pykosh & Murphy
2132 Market Street
Camp Hill, PA 17011
717-975-9446
Fax : 717-975-2309
Email: pmurphy@dplglaw.com

By: /s/

for Charles J DeHart, III (Trustee)
P.A I.D:
8125 Adams Drive, Suite A
Hummelstown, PA 17036
Telephone: 717 566-6097

DATE: 4/27/20



James Robertson, Esquire Member of Texas Bar	Everett Anschutz, Esquire Member of Texas Bar	David J. Schneid, Esquire Member of Florida Bar	John Crane, Esquire Member of Texas Bar
---	--	--	--

July 14, 2020

Paul Donald Murphy-Ahles
Dethlefs Pykosh & Murphy
2132 Market Street
Camp Hill, PA 17011
717-975-9446
Fax : 717-975-2309
Email: pmurphy@dplglaw.com

Michael Matthew Daly
138 North Keesey Street
York, PA 17402

SENT VIA EMAIL AND U.S. MAIL

RE: Notice of Default for Michael Matthew Daly
Case No: 1:19-bk-02093-HWV

Dear Debtor and Debtor's Counsel,

I represent Shellpoint Mortgage Servicing, as servicer for Newrez LLC D/B/A Shellpoint Mortgage Servicing, the servicer for mortgage on your property located at 138 North Keesey Street. York, PA 17402 Please consider this letter as a Notice of Default under the terms of the Stipulation Vacating Relief (DE #45) ("Stipulation").

According to for Newrez LLC D/B/A Shellpoint Mortgage Servicing, the Debtor has not made the following payments pursuant to the Stipulation. Pursuant to the Stipulation, entered on April 27, 2020, Order Modifying Stay hereby provides notice demanding the default be cured within fourteen (14) days of the date of this notice.

The breakdown of the Debtors' default is as follows:

April 01, 2020 Post-Petition Payment	\$1,195.99
May 01, 2020 Post-Petition Payment	\$1,195.99
June 01, 2020 Post-Petition Payment	\$1,195.99
Total Amount Due to Cure Default:	\$3,587.97

The address where payments should be sent is:

Shellpoint Mortgage Servicing
PO Box 740039
Cincinnati, Ohio 45274-0039

Pursuant to the Stipulation, failure to cure this default within fourteen (14) days from the date of this notice will result in Newrez LLC D/B/A Shellpoint Mortgage Servicing filing an order terminating the automatic stay.

Please notify me once the payment has been sent, and please provide me with proof of the payment as well. Should you have any further questions, please feel free to contact me.

Sincerely,

/s/ Charles G. Wohlrab
Charles G. Wohlrab, Esq.

**Robertson, Anschutz, Schneid & Crane
LLC**

Attorney for Secured Creditor
10700 Abbott's Bridge Rd., Suite 170
Duluth, GA 30097
Telephone: (470) 321-7112

Transaction_Date	Effective_Date	Due_Date	Transaction_Amount
4/3/2020	4/3/2020	4/5/2020	(\$131.70)
4/29/2020	4/29/2020	6/1/2018	(\$8.05)
5/1/2020	5/1/2020	6/1/2018	(\$45.00)
5/7/2020	5/7/2020	5/5/2020	(\$131.70)
5/8/2020	5/8/2020	6/1/2018	(\$850.00)
5/14/2020	5/14/2020	6/1/2018	(\$20.00)
5/21/2020	5/21/2020	6/1/2018	\$20.00
5/21/2020	5/21/2020	6/1/2018	(\$20.00)
5/21/2020	5/21/2020	6/1/2018	(\$20.00)
6/10/2020	6/10/2020	6/5/2020	(\$131.70)
6/17/2020	6/17/2020	6/1/2018	(\$20.00)
6/18/2020	6/18/2020	6/1/2018	(\$5.27)
6/23/2020	6/23/2020	6/1/2018	(\$1.50)
6/26/2020	6/26/2020	7/5/2020	(\$131.70)
7/1/2020	7/1/2020	6/1/2018	(\$0.10)
7/1/2020	7/1/2020	6/1/2018	(\$0.05)
7/20/2020	7/20/2020	6/1/2018	(\$20.00)
7/20/2020	7/20/2020	6/1/2018	(\$5.00)
7/21/2020	7/21/2020	6/1/2018	(\$100.00)
7/31/2020	7/31/2020	8/31/2020	(\$2,605.27)
8/6/2020	8/6/2020	8/1/2020	(\$131.70)
8/14/2020	8/14/2020	6/1/2018	\$92.45
8/14/2020	8/14/2020	6/1/2018	\$75.54
8/16/2020	8/16/2020	6/1/2018	\$167.99
8/16/2020	8/16/2020	6/1/2018	(\$167.99)
8/18/2020	8/18/2020	6/1/2018	(\$20.00)
9/1/2020	9/1/2020	9/1/2020	(\$131.70)
9/2/2020	9/2/2020	6/1/2018	(\$7.00)
9/8/2020	9/8/2020	6/1/2018	(\$68.75)
9/8/2020	9/8/2020	6/1/2018	(\$12.00)
9/21/2020	9/21/2020	6/1/2018	\$251.60
9/21/2020	9/21/2020	6/1/2018	\$307.93
9/22/2020	9/22/2020	6/1/2018	\$559.53
9/22/2020	9/22/2020	6/1/2018	(\$559.53)
9/24/2020	9/24/2020	6/1/2018	(\$20.00)
9/29/2020	9/29/2020	6/1/2018	\$850.00
9/29/2020	9/29/2020	6/1/2018	(\$850.00)
10/5/2020	10/5/2020	10/1/2020	(\$131.70)
10/19/2020	10/19/2020	6/1/2018	(\$20.00)
10/20/2020	10/20/2020	6/1/2018	\$373.02
10/20/2020	10/20/2020	6/1/2018	(\$373.02)
10/20/2020	10/19/2020	6/1/2018	\$167.73
10/20/2020	10/19/2020	6/1/2018	\$205.29
11/1/2020	11/1/2020	6/1/2018	(\$0.15)
11/3/2020	11/3/2020	11/1/2020	(\$131.70)
11/6/2020	11/5/2020	6/1/2018	\$84.80
11/6/2020	11/5/2020	6/1/2018	\$103.78
11/8/2020	11/8/2020	6/1/2018	\$188.58
11/8/2020	11/8/2020	6/1/2018	(\$188.58)

12/3/2020	12/3/2020	6/1/2018	(\$20.00)
12/4/2020	12/4/2020	12/1/2020	(\$131.70)
12/8/2020	12/8/2020	2/1/2019	\$372.40
12/8/2020	12/8/2020	1/1/2019	\$703.45
12/8/2020	12/8/2020	12/1/2018	\$703.45
12/8/2020	12/8/2020	11/1/2018	\$703.45
12/8/2020	12/8/2020	10/1/2018	\$703.45
12/8/2020	12/8/2020	9/1/2018	\$703.45
12/8/2020	12/8/2020	8/1/2018	\$703.45
12/8/2020	12/8/2020	7/1/2018	\$703.45
12/8/2020	12/8/2020	6/1/2018	\$703.45
12/8/2020	12/8/2020	6/1/2018	(\$5.00)

Description	Sub_Code	Money_Type	Reversal_Flag
Insurance Premium Disbursement	Routine Inspection	None	None
3rd Party Recov Fees Disb	Certified Mail Cost	ACH	None
3rd Party Recov Fees Disb	Bk Costs	Check	None
Insurance Premium Disbursement	Routine Inspection	None	None
Other Fees Disb	Motion For Relief	Check	None
Other Fees Disb	Property Inspection	Check	None
Other Fee Payment	Property Inspection	Lockbox	None
Other Fees Disb	Property Inspection	Check	None
3rd Party Recov Fees Pmt	Property Inspection	Lockbox	None
Insurance Premium Disbursement	Routine Inspection	None	None
Other Fees Disb	Property Inspection	Check	None
Nonrecoverable Fees Disb	Insurance Cost	ACH	None
3rd Party Recov Fees Disb	Tax Search Report	ACH	None
Insurance Premium Disbursement	Routine Inspection	None	None
3rd Party Recov Fees Disb	Insurance Cost	ACH	None
3rd Party Recov Fees Disb	Insurance Cost	ACH	None
Other Fees Disb	Property Inspection	Check	None
3rd Party Recov Fees Disb	Tax Agency Cost	ACH	None
3rd Party Recov Fees Disb	Bk Costs	Check	None
Tax Bill 1 Disbursement	Lien Release Cost	None	None
Insurance Premium Disbursement	Routine Inspection	None	None
Prepetition Unapplied Pmt		Wire	None
Prepetition Unapplied Pmt		Wire	None
Escrow Only Payment		Prepetition	None
Prepetition Unapplied Pmt		Prepetition	None
Other Fees Disb	Property Inspection	Check	None
Insurance Premium Disbursement	Routine Inspection	None	None
3rd Party Recov Fees Disb	Document Retrieval	ACH	None
3rd Party Recov Fees Disb	Recording AOM	ACH	None
3rd Party Recov Fees Disb	Assignment Prep	ACH	None
Prepetition Unapplied Pmt		Wire	None
Prepetition Unapplied Pmt		Wire	None
Escrow Only Payment		Prepetition	None
Prepetition Unapplied Pmt		Prepetition	None
Other Fees Disb	Property Inspection	Check	None
Other Fee Payment	Motion For Relief	Lockbox	None
3rd Party Recov Fees Pmt	Bk Costs	Lockbox	None
Insurance Premium Disbursement	Routine Inspection	None	None
Other Fees Disb	Property Inspection	Check	None
Escrow Only Payment		Prepetition	None
Prepetition Unapplied Pmt		Prepetition	None
Prepetition Unapplied Pmt		Lockbox	None
Prepetition Unapplied Pmt		Lockbox	None
3rd Party Recov Fees Disb	Certified Mail Cost	ACH	None
Insurance Premium Disbursement	Routine Inspection	None	None
Prepetition Unapplied Pmt		Wire	None
Prepetition Unapplied Pmt		Wire	None
Escrow Only Payment		Prepetition	None
Prepetition Unapplied Pmt		Prepetition	None

Other Fees Disb	Property Inspection	Check	None
Insurance Premium Disbursement	Routine Inspection	None	None
Unapplied Payment		Check	None
Regular Payment		Check	None
Regular Payment		Check	None
Regular Payment		Check	None
Regular Payment		Check	None
Regular Payment		Check	None
Regular Payment		Check	None
Regular Payment		Check	None
Regular Payment		Check	None
3rd Party Recov Fees Disb	Tax Agency Cost	ACH	None

Reversal_Code	Principal_Amount	Interest_Amount	Escrow_Amount	Late_Charges
None			(\$131.70)	\$0.00
None			\$0.00	\$0.00
None			\$0.00	\$0.00
None			(\$131.70)	\$0.00
None			\$0.00	\$0.00
None			\$0.00	\$0.00
None			\$0.00	\$0.00
None			\$0.00	\$0.00
None			\$0.00	\$0.00
None			(\$131.70)	\$0.00
None			\$0.00	\$0.00
None			\$0.00	\$0.00
None			\$0.00	\$0.00
None			(\$131.70)	\$0.00
None			\$0.00	\$0.00
None			\$0.00	\$0.00
None			\$0.00	\$0.00
None			\$0.00	\$0.00
None			\$0.00	\$0.00
None			\$0.00	\$0.00
None			(\$2,605.27)	\$0.00
None			(\$131.70)	\$0.00
None			\$0.00	\$0.00
None			\$0.00	\$0.00
None			\$167.99	\$0.00
None			\$0.00	\$0.00
None			\$0.00	\$0.00
None			(\$131.70)	\$0.00
None			\$0.00	\$0.00
None			\$0.00	\$0.00
None			\$0.00	\$0.00
None			\$0.00	\$0.00
None			\$0.00	\$0.00
None			\$0.00	\$0.00
None			\$559.53	\$0.00
None			\$0.00	\$0.00
None			\$0.00	\$0.00
None			\$0.00	\$0.00
None			\$0.00	\$0.00
None			(\$131.70)	\$0.00
None			\$0.00	\$0.00
None			\$373.02	\$0.00
None			\$0.00	\$0.00
None			\$0.00	\$0.00
None			\$0.00	\$0.00
None			(\$131.70)	\$0.00
None			\$0.00	\$0.00
None			\$0.00	\$0.00
None			\$188.58	\$0.00
None			\$0.00	\$0.00

None			\$0.00	\$0.00
None			(\$131.70)	\$0.00
None			\$0.00	\$0.00
None	\$213.10	\$490.35	\$0.00	\$0.00
None	\$212.37	\$491.08	\$0.00	\$0.00
None	\$211.65	\$491.80	\$0.00	\$0.00
None	\$210.92	\$492.53	\$0.00	\$0.00
None	\$210.20	\$493.25	\$0.00	\$0.00
None	\$209.48	\$493.97	\$0.00	\$0.00
None	\$208.76	\$494.69	\$0.00	\$0.00
None	\$208.05	\$495.40	\$0.00	\$0.00
None			\$0.00	\$0.00

Principal_Balance	Escrow_Balance	Late_Charge_Balance	Suspense_Balance
\$144,117.38	(\$9,519.09)	\$0.00	0
\$144,117.38	(\$9,519.09)	\$0.00	0
\$144,117.38	(\$9,519.09)	\$0.00	0
\$144,117.38	(\$9,650.79)	\$0.00	0
\$144,117.38	(\$9,650.79)	\$0.00	0
\$144,117.38	(\$9,650.79)	\$0.00	0
\$144,117.38	(\$9,650.79)	\$0.00	0
\$144,117.38	(\$9,650.79)	\$0.00	0
\$144,117.38	(\$9,650.79)	\$0.00	0
\$144,117.38	(\$9,782.49)	\$0.00	0
\$144,117.38	(\$9,782.49)	\$0.00	0
\$144,117.38	(\$9,782.49)	\$0.00	0
\$144,117.38	(\$9,782.49)	\$0.00	0
\$144,117.38	(\$9,914.19)	\$0.00	0
\$144,117.38	(\$9,914.19)	\$0.00	0
\$144,117.38	(\$9,914.19)	\$0.00	0
\$144,117.38	(\$9,914.19)	\$0.00	0
\$144,117.38	(\$9,914.19)	\$0.00	0
\$144,117.38	(\$9,914.19)	\$0.00	0
\$144,117.38	(\$12,519.46)	\$0.00	0
\$144,117.38	(\$12,651.16)	\$0.00	0
\$144,117.38	(\$12,651.16)	\$0.00	167.99
\$144,117.38	(\$12,651.16)	\$0.00	75.54
\$144,117.38	(\$12,483.17)	\$0.00	0
\$144,117.38	(\$12,651.16)	\$0.00	0
\$144,117.38	(\$12,483.17)	\$0.00	0
\$144,117.38	(\$12,614.87)	\$0.00	0
\$144,117.38	(\$12,614.87)	\$0.00	0
\$144,117.38	(\$12,614.87)	\$0.00	0
\$144,117.38	(\$12,614.87)	\$0.00	0
\$144,117.38	(\$12,614.87)	\$0.00	559.53
\$144,117.38	(\$12,614.87)	\$0.00	307.93
\$144,117.38	(\$12,055.34)	\$0.00	0
\$144,117.38	(\$12,614.87)	\$0.00	0
\$144,117.38	(\$12,055.34)	\$0.00	0
\$144,117.38	(\$12,055.34)	\$0.00	0
\$144,117.38	(\$12,055.34)	\$0.00	0
\$144,117.38	(\$12,187.04)	\$0.00	0
\$144,117.38	(\$12,187.04)	\$0.00	0
\$144,117.38	(\$11,814.02)	\$0.00	0
\$144,117.38	(\$12,187.04)	\$0.00	0
\$144,117.38	(\$12,187.04)	\$0.00	373.02
\$144,117.38	(\$12,187.04)	\$0.00	205.29
\$144,117.38	(\$11,814.02)	\$0.00	0
\$144,117.38	(\$11,945.72)	\$0.00	0
\$144,117.38	(\$11,945.72)	\$0.00	188.58
\$144,117.38	(\$11,945.72)	\$0.00	103.78
\$144,117.38	(\$11,757.14)	\$0.00	0
\$144,117.38	(\$11,945.72)	\$0.00	0

\$144,117.38	(\$11,757.14)	\$0.00	0
\$144,117.38	(\$11,888.84)	\$0.00	0
\$142,432.85	(\$11,888.84)	\$0.00	372.4
\$142,432.85	(\$11,888.84)	\$0.00	0
\$142,645.95	(\$11,888.84)	\$0.00	0
\$142,858.32	(\$11,888.84)	\$0.00	0
\$143,069.97	(\$11,888.84)	\$0.00	0
\$143,280.89	(\$11,888.84)	\$0.00	0
\$143,491.09	(\$11,888.84)	\$0.00	0
\$143,700.57	(\$11,888.84)	\$0.00	0
\$143,909.33	(\$11,888.84)	\$0.00	0
\$144,117.38	(\$11,888.84)	\$0.00	0